

AGREEMENT

BETWEEN

THE TOWN OF HAMMONTON

AND

HAMMONTON SUPERIOR OFFICER'S ASSOCIATION

EFFECTIVE DATES

JANUARY 01, 1996 THROUGH DECEMBER 31, 1998

*Charles Cooper*  
*12/31/1998*

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## PREAMBLE

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, between Hammonton Superior Officer's Association, hereinafter referred to as the S.O.A. and the Town of Hammonton, a municipal corporation organized under the laws of the State of New Jersey, hereinafter referred to as the TOWN.

The parties hereto have, by virtue of collective bargaining, developed an employment contract, which contract represents the complete and final understanding on all issues between the parties.

## ARTICLE I RECOGNITION

The Town hereby recognizes the S.O.A.. as the exclusive and sole representative for collective negotiations concerning the salaries, hours, and all other terms and conditions of employment for **POLICE LIEUTENANTS AND CAPTAINS ONLY** of the Hammonton Police Department.

Unless otherwise indicated, the terms "Police Officer," "Employee", or "Employees" when used in this contract, refer to all persons represented by The S.O.A.. in the above defined negotiating unit.

The Town recognizes The Lodge as the sole and exclusive bargaining representative for Lieutenants & Captains of the Hammonton Police Department.

## ARTICLE II RIGHTS

Nothing contained herein shall be construed to deny or restrict any Policeman or the Town any such rights to which they may be entitled under any other applicable law and/or regulation. The rights granted herein be deemed to be in addition to those provided elsewhere.

The Town hereby agrees that it shall not discriminate against any Police Officer with respect to hours, wages, or any terms or conditions of employment. If a member of this contract is under arrest or is likely to be; that is, if he is a suspect or target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. A representative from the S.O.A. shall also be present at the discretion of the member being investigated.

A Police Officer shall have the right to inspect his personnel file within a reasonable time after making a formal request for same, provided that the Chief of Police, or his designated representative, is present at the designated time.

It is further agreed that the Police Officer shall retain all Civil Rights under the New Jersey Statutes and Federal law, and be given the opportunity to pursue them.

The Town reserves and retains the right to the following:

1. To the management and administrative control of the Town Government and its properties and facilities and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for continued employment.

3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing power, rights, authority, duties, and responsibilities of the Town, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion, in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States. Nothing herein shall be construed to deny or restrict the Town of its power, rights, authority, duties and responsibilities under N.J.S.A. 40 and 40A, or any other national, state, county, or local laws or ordinances.

If any provision of this agreement or any application of this agreement to any member or group of members is held to be contrary to state law, then such provision and application shall be deemed invalid. All other provision and applications contained herein shall continue in full force and effect. In the event any provision, as aforesaid, is deemed to be invalid, then the parties hereto agree to meet forthwith for the purpose of negotiating a provision to take the place of said invalid provision or application.

### ARTICLE III BULLETIN BOARD

The Town shall permit the S.O.A. to install and use a Bulletin Board in the Town Hall Building, for the posting of notices concerning the S.O.A. business and activities and concerning matters dealing with the welfare of employees.

The Police Department's Bulletin Board shall not be used by any other labor organization that represents employees in the same classification as those included in this bargaining unit while this agreement is in force and effect. The Town and the S.O.A. recognize that another labor organization represents additional employees in the police department, and they may be given the right to use the bulletin board. The S.O.A. may designate the area where their bulletin board will be located. The area is subject to approve by Mayor and Council.

#### ARTICLE IV COPIES OF AGREEMENT

The Town agrees that it will have sufficient copies printed at the Town's expense for distribution to the S.O.A.. so that all employees covered by this contract shall receive a copy. The S.O.A.. agrees to allow a sufficient time for the copies to be made. All copies shall be delivered to the S.O.A.. president for distribution.

#### ARTICLE V STANDARD OPERATING PROCEDURES

Due to the nature of Police work, and to insure greater efficiency and uniformity, and to avoid misunderstandings, the Town agrees that Standard Operating Procedures shall be developed by the Chief of Police and adopted by Mayor and Council. The Town agrees to provide notification of the adoption by resolution of all Standard Operating Procedures, and further agrees to allow the S.O.A.. input concerning the Standard Operating Procedures prior to adoption.

The Chief of Police may periodically change the Standard Operating Procedures but only upon submission to Mayor and Council for approve by resolution after notification to the S.O.A.. The S.O.A.. understands that nothing in this agreement shall restrict the Chief in handling emergency situations in a manner deemed appropriate by the chief. If an emergency exists, and the Chief must alter the Standard Operating Procedure to handle the emergency, the Chief shall, within a reasonable time, notify the Chairman of the Town Council Law and Order Committee.

#### ARTICLE VI PERSONNEL FILE

The official personnel file shall be established and maintained for each Police Officer covered by this contract in the office of the Town Clerk/Business Administrator. All other internal files or disciplinary files will be kept in the office of the Police Chief. Such files are confidential records and shall be maintained by the Town of Hammonton and may be issued for evaluation purposes by the Chief of Police, Mayor, and/or governing body only.

## ARTICLE VII SCHEDULING

The S.O.A.. recognizes that the scheduling of the shift and working hours is within the discretion of the Chief. The Town agrees that whenever there is a change of shift(s) or working hours, or schedules, a change may be based upon the police officers seniority and the seniority of the officers should always be one of the considerations. Seniority shall be determined by length of service to the Town of Hammonton as Police Officer. For the purposes of establishing seniority, rank shall be considered first, and the numbers of years served shall be considered second.

Nothing in this article shall prevent the Shift Supervisor from detailing the Police Officers on a shift/s to the activity that the Supervisor feels that particular Police Officer is better qualified than other Police Officers, regardless of seniority.

Anytime an officer's schedule is changed within 48 hours after a new schedule has been posted, the officer shall receive four (4) hours compensation at straight time.

## ARTICLE VIII COMMENCEMENT OF SHIFT

The Town agrees that a Police Officer, upon commencement of his shift, shall only be required to sign in and out on the Police Department's Payroll Sheet. The officer shall also punch in and out on the time clock.

## ARTICLE IX HOLIDAYS

The present schedule for holidays shall continue for the term of this contract.

Recognizing that police officers are sometimes required to work holidays because of their schedule, they shall receive compensatory time, one (1) hour for one (1) hour, whenever they are required to work on a holiday.

The following are the fifteen (15) holidays recognized in this agreement:

- |                           |                                |
|---------------------------|--------------------------------|
| 1. New Year's Day         | 9. Columbus Day                |
| 2. Martin Luther King Day | 10. General Election Day       |
| 3. President's Day        | 11. Veteran's Day              |
| 4. Good Friday            | 12. Thanksgiving Day           |
| 5. Easter Monday          | 13. Day after Thanksgiving Day |
| 6. Memorial Day           | 14. Christmas Day              |
| 7. Independence Day       | 15. Birthday                   |
| 8. Labor Day              |                                |

In addition to the above, all employees covered under this contract shall receive equal time off whenever other Town employees are granted time off in observance of any federal, state, or local holiday, or by proclamation of Mayor and Council, excepting particular emergency situations which may arise.

#### ARTICLE X VACATIONS

For all members of this contract, vacations shall be based upon the completion years of service if completed within the calendar year. All vacations are to be taken during the calendar year earned, when possible. All members of this contract shall not be permitted to carry at any one time, more vacation days than listed in Ordinance #22-1994.

The following is the allotted number of vacation days:

1 - 5 years	-	12 days
5 - 15 years	-	17 days
15 - 25 years	-	20 days
25 years and above	-	25 days

All Police Officers shall be entitled to take their vacation entitlements in increments of one (1) working day. Vacations shall be granted according to seniority with the approval of the Chief of Police.

#### ARTICLE XI LEAVES OF ABSENCE AND SICK LEAVE

Sick Leave shall be compensated on the same basis as presently provided by existing law and shall be accumulated and compensated in the same manner as all other employees of the Town.

The Town agrees that no Police Officer shall be required to submit a Doctor's Certificate to the Town Clerk, through the Chief of Police, for any illness, unless the period of illness is five (5) consecutive days or a total of ten (10) accumulated days throughout the calendar year.

Leaves of absence may be granted by the Town for emergency situations by Mayor and Town Council.

#### ARTICLE XII PERSONAL LEAVE

All members of this contract shall be granted personal leave, without deductions from pay, benefits, or time owned, for the following reasons:

1. Death in the immediate family, from the date of death to, and including, the day of the funeral, with a maximum of five (5) days being granted. In



the event of travel, the number of days shall be determined by the Chief of Police with approval of the Chairperson of the Town Council Law and Order Committee.

2. Serious illness in the immediate family residing with the Police Officer, no more than three (3) working days. Serious illness shall be determined by the Chief of Police, and Town Council Law and Order Committee.
3. Each Police Officer shall be entitled to three (3) working days personal time without giving the reason therefor, over and above the days set forth in Paragraph 1 or 2 above.
4. Immediate family, for all purposes of this contract, shall be defined as the parent, grandparent, great grandparent, spouse, spousal grandparent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, and all live-in members of the household.
5. Any time granted to a Police Officer under this Article, shall not be deducted from any other time or benefits owed to the Police Officer.

#### ARTICLE XIII PATERNITY LEAVE

Any male Police Officer shall be eligible for a paternity leave with pay and benefits for three (3) days immediately after the birth of his child. All other leave may be granted pursuant to applicable federal law.

#### ARTICLE XIV MILITARY LEAVE

Military Leave without pay shall be granted to any member of this contract entering extended active military service in the armed forces. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training, without pay.

#### ARTICLE XV UNUSED SICK LEAVE

The Town agrees to treat all Town employees the same concerning their benefits upon retirement. All payment for sick days that have been accumulated by an employee, shall be paid for in accordance with the Town ordinance concerning accumulated sick time.

#### ARTICLE XVI PENSION RIGHTS UPON RETIREMENT

Members shall retain all pension rights under New Jersey Law and ordinances of the Town.

## ARTICLE XVII OUTSIDE EMPLOYMENT

Police Officers shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

It is understood that the Police Officers will consider their position with the Town as their primary job. Any outside employment must not interfere with the Police Officer's efficiency in his/her position with The Town and must not constitute any conflict of interest.

No Police Officer planning to, or engaging in, outside employment during the off-duty hours shall be permitted to wear the regulation Police Department uniform, unless authorized by the Chief of Police and approved by Mayor and Council.

All Police Officers shall notify the Chief of Police, in writing, prior to engaging in any outside employment. Said notification shall include the name, address, and telephone number of the outside employer, type of work to be performed, and the employee's general work schedule for the outside employer.

## ARTICLE XVIII CONTRACT EMPLOYMENT

The Town and the S.O.A. recognize the need for Police coverage for certain events, such as concerts, construction sites, retail establishments, etc.

The Town shall attempt, if possible, to schedule Officers for such events at least one (1) week prior to the need for Police coverage.

No contract employment shall take place until all provisions, i.e. written contract, insurance certificate, etc., are complied with.

## ARTICLE XIX RETENTION OF CIVIL RIGHTS

All Police Officers shall retain all of the civil rights under both New Jersey State Law and Federal Law.

## ARTICLE XX GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the Town and the S.O.A. and its members as quickly as possible, so as to assure efficiency and promote member's morale. A grievance is defined as any disagreement between the Town and the members of the S.O.A. involving the interpretation, application, or violation of policies, agreements, and administrative decisions affecting

them. All grievances shall be processed as follows:

(a) they shall be discussed with the member involved and the S.O.A.. representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the S.O.A.. within five (5) calendar days by the Chief or his designated representative.

(b) If the grievance is not settled through step (a), the same shall be reduced to writing by the S.O.A.. and submitted to the Mayor and Council or any person designated by council, and the answer to such grievance shall be made in writing, a copy to the S.O.A., within five (5) days after the next regular meeting of Mayor and Council after submission of the grievance to them.

(c) If the grievance is not settled through steps (a) and (b), the S.O.A.. shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrators shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne equally by the Town and the S.O.A..

(d) Notwithstanding the foregoing, should any grievance result from a disciplinary action against an officer, N.J.S.A. 40A:14-147 shall be fully complied with by the Town.

#### ARTICLE XXI COST OF ARBITRATION

Where grievance proceedings are scheduled by the parties during working hours, persons proper to be present shall suffer no loss in pay or benefits.

#### ARTICLE XXII LEGAL REPRESENTATION

The Town will provide counsel, at its expense, for the defense of all Police Officers in criminal actions brought against them arising out of, and directly related to the lawful exercise of police powers in furtherance of their official duties.

Further, it is agreed that any Police Officer charged with a criminal offense, including disorderly persons offense, may retain counsel of his/her choice for the purpose of such representation. The Town shall not disapprove counsel for the Police Officer for any reason other than legal conflict of interest.

As soon as practical, counsel shall provide the Town, or its designee, with a detailed statement of anticipated services, the hourly billing rate to be applied, the total anticipated expenditure of time for the case, and the

anticipated total charge. This statement shall be submitted, in writing, and shall be signed by the attorney.

Payment for services rendered will be made at the conclusion of the litigation, upon submission of a copy of the judgement of the Court and an itemized bill, broken down in the segments not greater than quarter-hour, for all services rendered. The town reserves the right to decline payment for any services which are not sufficiently documented or deemed to be unreasonable in relation to the filed statement of anticipated services.

In the event a dispute should arise, concerning the appropriate hourly rate or fee in a particular case, either party may submit the dispute to the appropriate Bar Association Fee Arbitration Committee whose decision shall be final and binding. The Town reserves the right to set the hourly rate and maximum fee to be paid.

#### ARTICLE XXIII CIVIL REPRESENTATION

The Town will defend and indemnify all Police Officers of the Lodge for all civil claims arising from their employment, including professional liability claims. Members of the S.O.A. agree to cooperate in the defense of any such claim.

It is expressly understood that the Town will only defend and indemnify those claims that arise out of the employment of an officer. The Town reserves the right to reserve payment until the litigation is concluded, or, in the alternative, have the employee reimburse the Town if it is determined that the conduct complained of is outside the scope of employment.

#### ARTICLE XXIV COURT ATTIRE

All Police Officers shall be required to wear a full uniform for Hammonton Municipal court appearances scheduled for a time and date when they are on duty, and for all other Court appearances, whether scheduled when they are on or off duty. All Police Officers shall be required to wear their full uniform or presentable attire (presentable suit, sport jacket, and tie) for Hammonton Municipal Court appearances which are scheduled for a time and date when said Police Officer is not on duty.

## ARTICLE XXV SALARY SCHEDULE

The salary range for all members of the Hammonton Police Department shall be as follows:

	1996 <u>Base Salary</u>	1997 <u>Base Salary</u>	1998 <u>Base Salary</u>
Lieutenants	\$49,300.	\$52,600.	\$55,900.
Captains	\$52,800.	\$56,100.	\$59,400.

Presently hired captains and Lieutenants shall be paid as follows as their base salary excluding any adjustment for K-9 officer or Detective pay or longevity.

	1996	1997	1998
Capt. Frank Ingemi	52,800.	56,100.	59,400.
Capt. David Ness	52,800.	56,100.	59,400.

Lieutenants (None as of the signing of this contract)

\*Any officer assigned to K-9 shall receive \$1,500.00 in addition to the above, and Detective bureau shall receive \$1000.00 per year in addition to the above.

## ARTICLE XXVI LONGEVITY

All employees shall be entitled to a longevity increment of \$100.00 per year.

## ARTICLE XXVII PAYCHECKS

All items on the pay check shall be listed separately, such as overtime, court time, outside detail, dues, pension etc. All additional pay, excluding overtime, shall be paid by separate check. It shall be the responsibility of the employee to notify the Town Clerk, in writing, how the paycheck should be made, and the paycheck shall appear as per the instructions of the employee until such time as the Town Clerk is notified, in writing, to make a change.

## ARTICLE XXVIII OVERTIME AND COMPENSATORY TIME

The Town recognizes that there may be a need to pay overtime to police officers. The Chief, as the situation arises, is authorized to require members of the S.O.A.. to work overtime. The Chief shall give due consideration to the following factors when requiring an officer to work overtime:

- A) Seniority
- B) Needs of the Department
- C) Qualifications of the Officer

D) Amount of overtime previously given to officer

When a member is required to work beyond his designated daily work hours, he will be entitled to receive additional pay at the rate designated below:

- A) Normal overtime which is time spent at work during any scheduled work in excess of the designated work hours shall be compensated at the rate of one and one half (1-1/2) times the appropriate hourly rate.
- B) Vacation overtime which is the time an officer is required to work on his/her vacation days shall be compensated the rate of two (2) times the appropriate hourly rate.
- C) Anytime an officer is called on duty for overtime he shall receive a minimum of four (4) hours pay at one time the rate of overtime for that officer.

Lieutenants and Captains are to be paid compensatory time only for all overtime at the discretion of the Police Chief.

Compensatory time that an officer earns can be taken any time so long as it does not leave the Police Department understaffed. The Chief of Police or his designated representative shall determine if a request for use of compensatory time can be granted.

All compensatory time must be taken during the calendar year it is earned unless such time is accumulated during the month of December, in which event, it shall be used no later than January 31st of the next calendar year. All accumulated compensatory time shall be recorded and accumulated on an hourly basis. Such time shall be taken in eight (8) hour allocations.

#### ARTICLE XXIX CLOTHING & EQUIPMENT ALLOWANCE

Each new police officer hired during this contract shall receive, after he/she is certified by the Civil Service Commission, a full issue of uniform. The uniform selected shall be as prescribed by the Chief of Police and approved by Mayor and Council. Each Police Officer that receives an initial issue shall not receive a clothing allowance for the purchase of clothing until the calendar year after the initial issue.

Each police officer employed by the Town shall have established an expense account for the term of this contract which may be used by that officer to purchase equipment required to perform the duties of police officer. All expenditures must be approved by the Chief of Police and Mayor and Council.

The Town hereby agrees to establish an account that will cover the term of this contract for all other patrolmen to continue to replenish clothing worn as part of their uniform.

The total amount in each account for clothing and equipment for the three (3) year contract shall be:

- A) Two thousand one hundred dollars (\$2100.) per patrolman.
- B) Two thousand seven hundred dollars (\$2700.) per plain clothes detective.
- C) Two thousand four hundred dollars (\$2400.) per K-9 officer.

All clothing shall be purchased from one vendor to be selected by the Police Chief and approved by the Mayor and Council. A patrolman may not expend anymore than 50% of the aforementioned allowance in the first year of this contract and may carry the sum over as a credit that can be spent in the second or third year of the contract. The patrolman shall not receive any sums left in his clothing or equipment allowance account at the expiration of this contract. All clothing shall meet specifications of the S.O.A.

Should any clothing or personal effects be damaged in the line of duty, they shall be repaired or replaced at the Town's expense.

If Mayor and Council should decide to change the uniform at any time during this contract the Town of Hammonton agrees to purchase the new uniform.

#### ARTICLE XXX CLOTHING MAINTENANCE

Each member shall be entitled to clothing maintenance allowance in the amount of nine hundred dollars (\$900.) per year. The allowance shall be paid semi-annually, June 1 and December 1.

#### ARTICLE XXXI COURT TIME

A member of this contract that is required to appear in court while off-duty in the Municipal Court of the Town of Hammonton, shall be paid the sum of Seventy-Five Dollars (\$75.00) for said appearance.

A member of this contract that is required to appear in any other criminal court or agency other than the Town of Hammonton Municipal Court while off duty shall receive One Hundred Dollars (\$100.00) for said appearance unless the appearance is over four (4) hours. Should said member be required to remain beyond four (4) hours, said member shall

receive a total of One Hundred Twenty-Five Dollars (\$125.00) in payment.

A member of this contract working his/her normal hours shall receive his/her normal pay if he/she is required to appear in court.

Court Time payments shall be made no later than (3) weeks from the date the court time requests for payment are submitted to the Police Officer's command.

No overtime shall be allowed for time spent in the Hammonton Municipal Court or any other court.

#### ARTICLE XXXII TRAVEL EXPENSE

In connection with their official duties, all Police Officers shall be reimbursed at the rate of Twenty-Six (26) cents per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Police Officer's home to his/her destination in connection with his/her official duties.

#### ARTICLE XXXIII ANNUAL MEDICAL

Each police officer shall be required to complete a medical examination once each year. This examination shall consist of basic blood work, chest x-ray, EKG, eyes, ears, nose, throat, prostate, and any other test recommended by the examining physician. The exam shall be done by the Town physician, and at the Town's expense. A copy of the results of the exam shall be provided to the police officer and become part of his/her personnel file in the Town Clerk's office.

#### ARTICLE XXXIV RETENTION OF FIREARMS

The Town agrees that any officer who resigns in good standing after 25 or more years of service shall retain his sidearm.

#### ARTICLE XXXV HEALTH BENEFITS

The following health insurance benefits shall be provided to all full time employees and their legal dependants, by the Town at the Town's expense as per the N.J. Health Benefits Rules and regulations of the State of New Jersey:

1. Insurance Design Administrators or U.S. Health Care.
2. Prescription Plan, with a two dollar deductible for I.D.A. plan only. Prescription plan for U.S. Health Care with \$5.00 deductible.



3. \$10,000.00 Life Insurance policy for employee only.
4. New Jersey State Disability Plan for employee only.

Employees retiring from the Town employment with twenty-five (25) years service with the Town shall receive all the benefits described above with the exception of numbers 3 and 4, at no cost to the retiree, for the life of the retiree.

#### ARTICLE XXXVI DRUG TESTING

The Town of Hammonton shall, as a condition of employment, require that all new applicants submit to a drug screening test before final approval for hiring. This testing shall be at the expense of the Town of Hammonton. The Town of Hammonton may as a condition of continued employment require any type of random drug screening test. This testing shall also be at the expense of the Town of Hammonton.

#### ARTICLE XXXVII MISCELLANEOUS

At the request of the President of the S.O.A.. there shall be meetings between himself, The Town Clerk, the Chief of Police, the Mayor, and the Head of Law and Order Committee.

Effective the date of the signing of this contract, there is herewith created, an Employee Relations Committee, composed of the Mayor; The Chief of Police, the President of the S.O.A., the President of S.O.A., the elected Council Chairperson in charge of Law and Order.

The purpose of this Committee shall be to discuss problems and concerns arising out of the activities of the Police Department.

The Committee shall meet periodically at times and places mutually convenient to its members. All members of the Committee shall serve and be selected by the Mayor during the duration of this contract.

#### ARTICLE XXXVIII ORGANIZATION OF POLICE DEPARTMENT

The Town agrees to maintain the following minimum of police officers in the following ranks:

Chief of Police	one (1)
Captains	two (2)
Lieutenants	three (3)
Sergeants	four (4)

Police Officers

sixteen (16)

It is agreed that police officers shall include all members of the department that work as patrolmen, K-9 Officers, and Detectives. It is also agreed that if any of the aforementioned are employed by the Town in the capacity as an officer, then the same method of calculating minimum numbers shall apply.

It is agreed that the aforementioned positions of police officers listed above shall be filled if and only if qualified candidates are available from the existing police department personnel.

ARTICLE XXXIX RESERVED

ARTICLE XXXX COLLEGE INCENTIVE

The Town is committed to the continuing education and professional development of its Police Officers. The Town recognizes, accepts, and agrees with the concept of continuing education and professional development of employees where it directly relates to the Police Officer's job.

The Town shall pay up front for the cost of tuition, books, and supplies, for causes of continuing education provided the following: work status improvement, lead to a degree of certificate used in the work place, a general course of study providing educational credits in work related courses of studies. Upon completion of the course with a passing grade of no less than a "C", and upon submission of other approved receipts of other approved costs, reimbursement will be complete. All courses shall be first approved by the Mayor and Council. If for any reason this paid course is dropped by the employee or the employee fails to pass the course, full restitution by the employee to the Town of Hammonton must be made. In no instance will more than \$750.00 per police officer per year be reimbursed.

These courses shall be taken, whenever possible, so as not to conflict with regular working schedules. Every effort shall be made by the Chief of Police to make any necessary schedule changes so that said courses can be taken.

A Police Officer shall not have any days deducted for any time spent in taking prior approved courses for the course of their work. The Town shall pay for licenses, if those licenses are required for the Police Officer's employment.

Any Police Officer completing a course for a degree, which degree enhances the Police Officer's capacity to perform services for the Town, shall be compensated as

followe:

Associates Degree	\$500.00
Bachelor's Degree	\$1,000.00

#### ARTICLE XXXXI SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this contract, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.

#### ARTICLE XXXXII NEGOTIATION

Negotiations for the next contract shall commence on August 1, 1998 or as such time as would be agreed upon between the respective negotiating teams.

In the event that no agreement is reached between the parties by November 1, 1998, and unless otherwise agreed by and between the parties hereto, it shall be deemed that an impasse has been reached. The parties then agree to mediation pursuant to N.J.S.A. 34:13A-1, et seq. Should an agreement not be reached following mediations, the parties agree to submit the issues remaining to arbitration.

The costs of said arbitration include said arbitrator's fees and shall be borne equally between the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives and appropriately attested thereto.

ATTEST:

HAMMONTON S.O.A.

Suzanne Addo

By:

Frank R. Ingemi

FRANK R. INGEMI, President

Capt David V. Ness

DAVID NESS, Captain

TOWN OF HAMMONTON

Diane DeCicco

Diane DeCicco, Town Clerk/Adm.

By:

Charles G. Gazzara

CHARLES GAZZARA, Mayor

D.R.

	<u>1996</u> <u>Base</u>	<u>1996</u> <u>Longevity</u>	<u>1996</u> <u>Total</u>
Capt. Frank Ingemi	52,800.	2,600.	55,400.
Capt. David Ness	52,800.	1,900.	54,700.

	<u>1997</u> <u>Base</u>	<u>1997</u> <u>Longevity</u>	<u>1997</u> <u>Total</u>
Capt. Frank Ingemi	56,100.	2,700.	58,800.
Capt. David Ness	56,100.	2,000.	58,100.

	<u>1998</u> <u>Base</u>	<u>1998</u> <u>Longevity</u>	<u>1998</u> <u>Total</u>
Capt. Frank Ingemi	59,400.	2,800.	62,200.
Capt. David Ness	59,400.	2,100.	61,500.